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NEGOTIATIONS WITH MUNICIPAL EMPLOYEE ORGANIZATIONS

What phases of industrial labor relations apply to municipal employment? What is provided for in municipal labor contracts? What are the recommendations of municipal officials for effective dealings with employee organizations?

Municipal employee organizations, especially unions, are growing steadily in municipal service, and are becoming more vocal as to what they regard as their legitimate rights. Data in the 1938 *Municipal Year Book* showed that 32 per cent of the cities over 10,000 population had one or more employee organizations. By 1945, this proportion had risen to 58 per cent, by 1950 to 66 per cent, and by 1955 to 70 per cent. These *Year Book* figures include unaffiliated organizations confined to employees within a single municipality.

Formal recognition of, and negotiation with, municipal employee organizations also is steadily growing. In response to the personnel management questionnaire submitted for the 1958 *Municipal Year Book*, 267 out of 1,035 cities over 10,000 population indicated that they had either some type of collective bargaining contract with a union of city employees or that the mayor or city manager dealt officially with representatives of city employee organizations. These cities were contacted for more detailed information, and 188 of the 267 cities responded. Of these 188 cities, 38 stated that the questionnaire initially submitted was either in error or that they have not approached the point of officially dealing with employee organizations. However, this indicates that the remaining 150 cities are concerned with negotiations with unions. The American Federation of State, County, and Municipal Employees reports[1] that 179 of their locals have negotiated collective bargaining agreements.

Information gathered for this report shows that there is a greater degree of collective bargaining in most parts of the country than is legally accepted and publically recognized. The last three sections of this report that deal with "Municipal Practices," "Content of Contracts," and "Recommendations of Contract Administrators" are largely based on the replies from these 150 cities.

The gradual emergence of municipal employee organizations presents to the municipal administrator a new aspect of personnel administration, an aspect that will have to be dealt with sooner or later. The chief administrator should recognize the trend in order to be ready to deal with the situation as it arises. If he is adequately prepared he will be able to negotiate effectively with employee groups rather than resorting to stop-gap measures. Labor relations constitutes a continuing relationship between management and the union, under both good and bad conditions. Thus the administrator should approach negotiation with a long-range viewpoint, taking into consideration what effect present dealings will have on subsequent negotiations.

Negotiation with municipal employee unions is a subject that is complex, controversial, and rapidly changing. It is the purpose of this report to call to the attention of the municipal administrator some of the current practices in municipalities and to present some guidelines for constructive negotiation with municipal employee organizations and their representatives.

[1] Information supplied for this report by the American Federation of State, County, and Municipal Employees is contained in a letter from Arnold S. Zander, international president. Figures cited and attributed to AFSCME apply *only* to their municipal agreements and include some cities under 10,000 population and cities not responding to the MIS questionnaire.

Legal Background

As the administrator approaches the subject of collective bargaining, he will find that one of his biggest handicaps is the lack of specific legal guidance. State statutes and city charters contain few if any references to labor relations on the part of municipalities. There are, however, a few general statements that do apply.

Four structural elements comprise the collective bargaining process according to Joseph P. Goldberg, special assistant to the United States Commissioner of Labor Statistics (writing in the *Labor Law Journal*, August, 1957): (1) the right of workers to organize into unions of their own choosing; (2) recognition of the right of a majority union to represent all the workers in a plant; (3) negotiation between union and management on wages, working conditions, and grievances; and (4) incorporating the results of such negotiations in a written contract.

The present legal status of collective bargaining in the public service is in a state of flux because of wide variations among the states. The problem is summarized in the opening remarks of a paper presented at the central regional conference of the Public Personnel Association in St. Louis in May, 1958, by Herbert W. Cornell and titled "Legal Aspects of Collective Bargaining by Public Employee Groups":

> In the field of public employment (collective bargaining) is a recent innovation and has been the subject of a very considerable number of lawsuits to be found in the reports of the higher state and federal courts. The subject is as yet a very unsettled one, and many of the recorded decisions are contradictory. One difficulty in presenting the subject comes from the fact that the matter is very controversial, and it is difficult to give the holdings of the courts accurately and at the same time maintain a completely unbiased attitude. . . . Whenever there is seeming approval of a controversial point, it indicates merely that it represents prevailing judicial opinion. Whether any particular decision by the courts is ethically right or socially desirable is an entirely different matter.
>
> Whatever opinion may be held as the merits of collective bargaining by labor organizations with states or municipalities, there can be no question that much will be heard about it in the near future. The subject is an expanding one and has many ramifications.

Taking into consideration the risk involved in generalization, it is possible to note some general rules and trends: The right of governmental employees to organize is accepted in most states. The use of the most powerful tool a union can utilize, a strike with picketing, is usually prohibited, either through state statute, court injunction, or other legal measure. The extent of recognition is still unsettled, and there is no uniform practice. The closed shop, union shop, maintenance of membership or simply exclusive bargaining are also moot. The voluntary check-off is in use in 36 states. The formalization of grievance procedures is spreading. Definitions of these and other terms used in collective bargaining will be found in a subsequent section of this report.

Further general statements concerning the principles of collective bargaining and the legality thereof, may be found in Chapter 11 of *The Law of Civil Service* by H. Eliot Kaplan (Albany, New York: Matthew Bender & Company, 1958. 448pp. $11) or in paragraph 8-30 of *Municipal Law* by Charles S. Rhyne (Washington, D. C.: National Institute of Municipal Law Officers. 1957. 1123pp. $22.50). Detailed information on any state may be obtained from the state department of labor.

Why Have Unions?

Unions are associations of employees banded together for the purpose of bargaining collectively on wages, hours, and working conditions and reaching agreement thereon. This definition is included here because there are a number of employee organizations which do not use the name "union," do not consider themselves as unions, but have many of the characteristics of unions and follow many practices and procedures of unions. The establishment of a union within a particular jurisdiction may originate in a number of different ways, but three reasons, two negative and one positive, which have prompted their growth:

1. One of the primary causes for the growth of municipal employee unions has been a failure on the part of some cities to provide sound and current classification and pay plans with the attendant personnel rules and regulations. Detailed examination of municipal labor contracts and the

labor view of collective bargaining (see Figure 1) shows that most of the points normally are covered in a comprehensive merit system ordinance and supplemental personnel rules and regulations. The major exception would be the provisions for union security. In some cities, the stigma of the "spoils system" is still present, and individual employee attempts to correct these shortcomings have been ineffectual. In their view collective action has been the only solution.

Some administrators have been concerned with the attempt to provide more and better municipal services without fully considering the needs and desires of those who work on the front line to provide these services. Some administrators have not attempted to formulate basic personnel policies, or have blamed their absence on the apathy of the city council.

2. Another cause for the emergence of unions in municipal service has been the lag of cities behind the improvements in working conditions, wages, and fringe benefits of industry. This is especially true of municipalities in highly industrialized and consequently highly unionized areas. Labor-management relationships in municipal service are just beginning to make the adjustments that have been taking place in industry since the passage of the National Labor Relations Act in 1935. Although it does not reflect the entire situation, the general level of pay in the public service too often is lower than in comparable local industries, making it difficult to retain high-grade employees.

3. A third factor is a desire on the part of employees to organize and to have a voice in the development, formulation, and review of personnel policies which affect their welfare. This is a fundamental reason for the existence of unions in private as well as public employment. In many jurisdictions there are relatively few promotional opportunities, and employees involved in similar work tend to organize and present a united front for the improvement of the conditions under which they are to operate. Public employees usually realize the peculiar conditions of their employment that necessitate restrictions on certain of their activities. They insist, however, that these restrictions be justified on concrete evidence.

It is interesting to note the language of the summary statement of the American Federation of State, County, and Municipal Employees:

> The American Federation of State, County, and Municipal Employees believes the right to organize stems from the basic constitutional right to assemble and petition the government. Any abrogation of this right is a denial of democracy. The right to organize, however, is rendered meaningless by employer refusal to accept the practices which flow logically from such organization. Chief among these practices, in both private and public employment, is true collective bargaining. In public service, we organize and bargain collectively for the positive purpose of improving the welfare of both the employees and of the community at large. Within this framework we seek better working and living conditions, a stabilized and higher-skilled work force, improved administration of public services, and clean efficient government.[2]

It is for the municipal administrator to recognize these factors and the degree to which they are present in his city so that he can review and formulate personnel policies for the entire municipal service. This reassessment of employment conditions should be made on a periodic, preferably annual, basis.

Definitions: Government versus Industry

The context of municipal labor relations requires an understanding of the definitions used for labor relations in private industry. Such terms as "organize," "recognize," and "represent" have developed rather precise meanings in industrial labor relations. These definitions have evolved from custom, statutes, administrative rulings, and court decisions.

The terminology is not nearly so precise in governmental or municipal labor relations. This has led to difficulties on the part of governmental officials dealing with union representatives and on the part of labor representatives in dealing with municipal management. The labor representative is inclined to give each term the meaning that it has in industrial collective bargaining. The governmental representative is more inclined to use the terms rather loosely and imprecisely.

[2]Letter from Arnold S. Zander, international president, American Federation of State, County, and Municipal Employees, dated September 8, 1958.

In order to secure as firm a basis as possible, the department of labor of New York City undertook a detailed study of the terms used in labor relations, and their related problems, and published a series of nine monographs dealing with these terms in order to develop a program of sound labor relations for city employees. The monographs were issued from March to December, 1955, and are listed in Appendix B — Bibliography. These terms are set forth below and points of similarity and dissimilarity are noted. The definitions draw heavily on the New York City reports.

Right To Organize. In industrial employment the right to organize into unions of the employee's own choosing is a right guaranteed for all employees in interstate commerce. The meaning of the term "interstate commerce" has been liberally interpreted by the federal courts so that the effect has been to make the Act very widely applicable. There are a number of exceptions, however, such as laundry workers, retail food handlers, purely intrastate commerce industries, and so on.

Municipal and other public employees have an equally broad right to organize, and in the language of the court in a landmark case (*Norwalk Teachers Association* v. *Board of Education*, 138 Conn. 269) it was stated: "In the absence of prohibitory statutes or regulation, no good reason appears why public employees should not organize as a labor union."

Where the right to organize has been specifically denied by law, the state courts have generally upheld the prohibition. These restrictions are usually invoked on public safety employees, particularly policemen. The question of the constitutionality of such legislation has never been ruled on by the United States Supreme Court, although presently there is such a case pending involving an Alabama statute.

For the municipal administrator, the problem presented by the right to organize hinges on the purpose and character of the organization. The organization must be determined and defined, particularly for the classes of employees to be covered, the type of membership to be permitted, and the recognition to be extended. These points are discussed in the following sections.

Bargaining Unit. In industrial labor relations, the determination of the bargaining unit is relatively easy because of the type of union structure. The bargaining unit may cover all nonsupervisory employees in a company; it may be limited to employees in one department or division; it may cut across departmental lines on the basis of occupation, trade, or craft; or it may be industry-wide.

In municipal labor relations, very few definitive procedures have been established for the determination of the bargaining unit. The establishment of a bargaining unit has generally been on the basis of: (1) similar type of work performed; (2) related classifications; (3) traditional craft jurisdiction; or (4) administrative entity.

A special problem that is liable to arise in the determination of the bargaining unit is the organization and recognition of supervisors. In industrial employment, supervisors have been excluded from the basic rights and benefits of federal law by the Taft-Hartley Act.

The New York City survey found a variety of attitudes and policy, ranging all the way from identical treatment of supervisors and other classes of employees to their express exclusion from the benefits granted ordinary employees. A general rule that seems to be gaining acceptance is to draw the line at those supervisors having the power to hire, fire, or discipline, or to recommend such action. Supervisors having that measure of authority have been separated from their subordinates for bargaining purposes. For a listing of the fundamental questions to be considered, see Appendix A.

Recognition. In industry, recognition means that management has given status to a union and acknowledges that the union, through its representatives, can negotiate with management upon wages, hours, and other terms of employment. Management recognizes the right of union representatives to speak for the union membership, and often for all employees. Municipal governments seldom recognize an employee organization in the industrial sense of the term. There are, however, five stages in recognition:

1. Bargaining for Members Only. This form of recognition often presents a dilemma. It would be unthinkable for management to grant concessions to union members and not extend these

concessions to all of the individuals in the bargaining unit. Thus, the nonunion segment of the unit could say, "We are going to get the concessions anyhow, so why be members of the union?" On the other hand, the union segment could say, "We are the ones who secured these concessions for you, so you should help pay for them through membership in the union."

2. Exclusive Bargaining for the Unit. This form of recognition forces the union to deal for all of the employees in the bargaining unit all of the time. The American Federation of State, County, and Municipal Employees states that exclusive bargaining rights are granted the union in 65 of their agreements with municipalities.

3. Maintenance of Membership. This usually provides that an employee, once a member of the union, must maintain his membership for the duration of the contract. He may only resign his membership during a specified period of time, which may be from 10 to 30 days. Maintenance of membership originated during World War II as a compromise between the union shop and open conditions of employment. It is not as prevalent in industry as either the union or closed shop.

Two of the cities reporting for this survey provide for maintenance of membership as a condition of employment. The American Federation of State, County, and Municipal Employees reports that they have five such agreements.

4. Union Shop. In the union shop, the employer may hire any person, union member or nonmember, but the new employee must join the union within a designated period of time, usually 30 days after beginning employment. The union shop is quite common in industrial employment and is permitted everywhere except in the 18 states that have adopted right-to-work laws.

The union shop is much less common in municipal employment, although not as rare as the closed shop. Seven of the cities reporting for this survey had the union shop. The American Federation of State, County, and Municipal Employees reports that they have 29 agreements providing for the union shop. Kaplan states flatly that "... attempts to foist on public agencies the practices of a 'closed shop' or a 'union shop' have not been countenanced by the courts."[3]

5. Closed Shop. This is a contract requiring the employer to hire only workers who are already members of the union. It was quite common in industrial employment until banned in 1947 by the Taft-Hartley Act. It is still honored by custom and practice in certain types of business and industry, particularly in the construction industry.

Among the cities replying for this survey, it would seem that the closed shop is practiced in only one city. Wherever this practice has been challenged, the courts have unanimously ruled against the closed shop.[4]

The laws themselves are largely silent on union security provisions in public employment, and this presents a difficult problem — requiring, as a condition of *public* employment, membership in a *private* organization.

Representation. In industrial employment, representation means that the union, through its representatives, speaks for the employees in the bargaining unit in dealing with management. Representation may allow minorities within the bargaining unit comprising employees of highly specialized skills. Machinery is provided for the choice of the union by an election.

Except in the larger municipalities, representation of special groups is not an issue. New York and Cincinnati have devised procedures for the determination of multiple representation because of the number of organized groups.

Arbitration. In both industrial and municipal labor relations, it is possible to identify two types of arbitration:

1. Bargaining Arbitration. When a stalemate is reached prior to the signing of a contract, the point at issue is submitted to a third party for settlement. This is unpopular in industry, because it means that the conditions under which both union and management must work are established by an outsider.

[3] H. Eliot Kaplan, *The Law of Civil Service* (Albany, New York: Matthew Bender & Company, 1958), p. 330.
[4] *Ibid.*, p. 319.

In municipal labor relations, compulsory bargaining arbitration would create a dangerous precedent. As has been pointed out:

> From 65 to 70 per cent of today's municipal budget goes for salaries and wages. If compulsory arbitration should prevail, control of the budget will be given over for decision to a group of people who are not responsible to the electorate which is contrary to the above accepted principle of government (the principle that the elected representatives of the people cannot give away the authority which is vested in them only and for which they hold the ultimate responsibility). While there certainly must be open and unhampered discussion in collective bargaining so that the employees and their representatives can express themselves and present their requests freely and openly, the use of compulsory arbitration would be a damaging blow to the ideas and traditions of representative government and would remove from the city council the control of the costs of government. [5]

2. Grievance Arbitration. In the establishment of a grievance procedure, ultimate settlement of a grievance, when all other methods fail, may be provided for by means of an impartial third party, or arbitration. In industry, grievance arbitration is used primarily for the clarification of a term or condition on which the contract is silent, vague, or ambiguous.

In municipal labor relations, grievance arbitration may be specified in the grievance machinery. The American Federation of State, County, and Municipal Employees reports that 51 of their collective bargaining agreements include binding arbitration provisions which are not always founded on state statute or city charter enactments.

Check-Off. In industry, the check-off is a provision that is closely related to union security and is arrived at through the collective bargaining process. This is a voluntary deduction of union dues, initiation fees, or other union charges by means of payroll withholding from the paychecks of union employees. It is quite common in industry.

A number of municipalities provide for the check-off. It is almost always on a voluntary basis. In a number of cities, where the check-off is not provided for in a contract, the city may still do it as a matter of convenience for the union, since it is not very difficult to add another voluntary deduction to the others such as hospitalization, Community Chest, and so on. Twenty-three of the cities reporting for this survey have check-off provisions, and in two of the 23 cities it is compulsory. The American Federation of State, County, and Municipal Employees reports that the check-off is provided for in 193 cities, covering 330 of their locals.

Conditions of Employment. Traditionally, labor unions have given great weight to the bread and butter issues of pay, hours of work, seniority, the resolution of grievances, and to their most powerful weapon — strikes.

1. Pay and Hours of Work. Union contracts in private employment are very detailed and specific in relation to pay and hours of work. They cover not only the wage rate per hour but also such items as the split shift, call-back pay, Sunday and holiday pay, and shift differentials.

Premium pay in municipal employment is usually limited to time and one-half for overtime or compensatory time off.

2. Seniority. This is a cardinal point of unions in industry. It means that weight must be given to length of service in transfers, promotions, layoffs, re-employment, and choice of shifts. It often overrides all other factors as long as the employee meets the minimum qualifications for the job.

Seniority in municipal and other governmental employment is usually assigned less weight. It is a factor in personnel actions, but usually only when all other factors are equal. However, the American Federation of State, County, and Municipal Employees reports that seniority is the sole factor for determining order of layoffs in 87 of their municipal agreements.

3. Grievance Procedures. In industry, these are the formalized procedures that are provided for through the collective bargaining process. The grievance procedure is utilized for the resolution of disputes arising out of the interpretation or application of the terms of the agreement. Grievances

[5] George E. Bean, "I. Views of a City Manager" in a three part article "Organized Labor and the Council-Manager Plan," in *Public Management*, June, 1957, p. 124.

are given great weight in industry, and elaborate steps are provided for processing the grievance all the way from its initial presentation by the shop steward to the company management to its ultimate resolution, which may include arbitration.

In municipal government, formalized grievance procedures are not generally provided. There is another difference in that a grievance is defined as an employee's expressed dissatisfaction with some phase of his job or relations with others on the job which is outside his control. Many of the cities reporting for this survey, however, do have grievance procedures with some degree of formality in personnel or administrative rules and regulations. Grievances in municipal government are more likely to be limited to conditions of work and job relationships. They exclude any matter that is covered by statute, ordinance, or regulation. The legal framework of municipal government sets rather narrow limits around the scope of grievances. It is felt by some observors of the municipal labor relations field that the scope of grievances will broaden in time.

4. Strikes. For private employment, the strike is an inherent rather than a legally implicit right and is considered the most basic weapon that a union has in the negotiation of labor contracts. There are four general categories of strikes: (a) The organizational strike, which is a strike wherein management refuses to deal with a union. This is the most common strike among municipal employee organizations. (b) The bargaining strike, which is a strike that occurs when negotiations fail. This is the most common strike in industry. (c) The jurisdictional strike, which is a strike that occurs when there is a dispute between two or more unions as to which union should be allowed to organize the employees. (d) The sympathy strike, which is a strike that occurs where unions not directly affected by a given strike will also walk off the job in an attempt to force the demand of the union that is out on strike.

Employee strikes in the public service are not nearly as frequent as strikes in industrial employment, but they do happen. Unions oriented toward the public service either discourage or flatly prohibit strikes. The American Federation of State, County, and Municipal Employees discourages strikes and requires a no-strike pledge from its police locals. The International Association of Fire Fighters prohibits any strike.

Strikes in the public service have been discouraged by tradition and practice, by court decisions, by administrative action, and by legislative enactment. Nine states (Michigan, Minnesota, Missouri, Nebraska, New York, Ohio, Pennsylvania, Texas, and Virginia) have enacted no-strike laws affecting public employees generally; two states (Indiana and Massachusetts) have enacted no-strike laws which cover utility employees only. Picketing is prohibited only in the Virginia and Texas no-strike laws affecting public utility employees.

The ineffectiveness of no-strike laws has been expressed well by Rollin B. Posey:

> Strikes will occur whether or not there are laws against them, because prohibiting strikes does not get at their causes. Whether the "fault" for a strike lies with the workers or with the city government — and often each side is busier casting blame upon the other than trying to resolve the dispute — the strike itself is *prima facie* evidence of a breakdown in employee relations. A strike is always a result. The causes of strikes must be eliminated to eliminate strikes.[6]

Types of Unions

Among the organized groups of municipal government employees, it is possible to discern the following types of unions:

1. Independent Local. This is a union confined to the employees of a single municipality. These unions range all the way from benevolent and social organizations to strong, militant employee organizations.

2. Independent Local Affiliated with Other Independent Locals. As implied in the title, these are a number of independent locals affiliated with others, usually on a state-wide basis. Examples are the New Jersey Civil Service Association and the Civil Service Forum of the State of New York.

[6]Rollin B. Posey, "Analysis of City Employee Strikes." *Public Management*, June, 1952, p. 125.

3. Local Affiliated with National Labor Organizations. This includes locals of unions affiliated with the American Federation of Labor-Congress of Industrial Organizations or independent national unions. This group of unions may be broken down into the following types:

a. Public Industrial Union. The largest of these is the American Federation of State, County, and Municipal Employees, a nation-wide union open to all employees in state and local government. It has recently been merged with the Government and Civic Employees Organizing Committee which had been organizing the same groups of employees.

b. Public Trade or Craft Union. These are the unions that are confined to a particular occupational group such as firemen, policemen, teachers, and so forth. The largest and best known in municipal government is the International Association of Fire Fighters.

c. Building Trades. The building trades are organized into unions with occupational specialties that are common to both public and private employment. These include plumbers, electricians, painters, carpenters, plasterers, bricklayers, and many other trades. These unions have most of their membership in private employment and will tend to use private employment practices in dealing with management. Their principal interests are to see that public employee members have wage rates identical to those negotiated with private contractors, that jurisdictional rules among the various crafts are observed, and that only union members are hired.

d. Other. Several cities reporting for this survey have employees organized into union locals that are affiliated with other well-known national unions. These national unions, however, are almost entirely organized in private employment. This group includes municipal government locals of the United Steel Workers of America, the United Automobile Workers, the United Mine Workers, the International Federation of Teamsters, Warehousemen, Chauffeurs, and Helpers (Teamsters Union), and others.

The Teamsters Union has organized municipal employee locals in 20 of the cities reporting for this survey, by far the largest number of locals and members of any of the unions in the "Other" group. They have been especially active in organizing refuse collection workers in larger cities.

Municipal Practices

Of the 150 cities that provided information on their dealings with unions, 143 responded to the question in regard to the city officials who handle union negotiations. In 49 cities the city manager handles this assignment, and in 31 cities it is a committee of the city council, either a specially designated committee or the council acting as a committee of the whole. In nine cities, the mayor and council deal with the unions; in nine it is the city manager and the personnel director; and in eight others it is the manager and council. In the remaining 37 cities, the city official dealing with the unions is either the mayor, the personnel director, some other official such as the department head, utility director, legal counsel, or special consultant, or some combination of these officials.

One of the questions stated: "Which of the above named unions is recognized as an exclusive bargaining agent (the right of a union to represent all the workers in a department, whether or not they all are members of the union)?" Judging from the response to this question, there seemed to be some confusion as to the identification of the union. However, 62 cities reported at least one union as the exclusive bargaining agent for that department. The American Federation of State, County, and Municipal Employees reports that the exclusive bargaining rights provision is found in 65 of their agreements.

The most frequent areas of negotiation between the city and the unions are wage rates in 131 cities, conditions of employment (fringe benefits) in 92 cities, working hours in 52 cities, grievance machinery in 25 cities, union recognition in 11 cities, and other (such as position classification, civil service rules, and so on) in five cities.

These negotiations culminated in a contract in 61 cities. The term contract is used here in its generic rather than specific sense since the contracts take many different forms and are designated in many different ways. Although 12 cities did not indicate the specific type of contract used, the remaining 49 contracts may be placed into five general groups:

1. A bilateral, formal contract is entered into in 28 cities. These 28 contracts take a variety of forms, including signed agreements in 13 cities; an officially adopted ordinance in three cities; a signed contract (the specific use of the term "contract" was included in the title) in two cities; a signed agreement, adopted by city council resolution in two cities; a signed statement of policy in two cities; and a signed memorandum of understanding in two cities. The following were entered into in one city each: a signed memorandum of understanding adopted by resolution; a statement of policy adopted by resolution; a memorandum of agreement ratified by the council; and a written memorandum of verbal understanding.

2. A bilateral, formal contract that is not signed is entered into by 10 cities. One city official reports that the contract was "a gentlemen's unsigned agreement by union officials and the city," and in another it is specified as "written agreement not signed or accepted by city but provisions tacitly followed." Once again, the names of the contract vary and include agreements, memorandums of understanding, statements of policy, and so on.

3. A unilateral statement of policy, usually on the part of the chief administrator, that contains many of the provisions usually included in a formal contract is issued in seven cities.

4. Negotiated provisions are incorporated into the published personnel rules and regulations, augmenting the personnel program, in three cities. The difference is that these provisions are to apply to all city employees, not just to the members of the bargaining unit.

5. One city stated "oral contract negotiated each year prior to budget."

Information supplied by the American Federation of State, County, and Municipal Employees states that their local unions and councils have negotiated 179 collective bargaining agreements on the municipal level. Of this number, 108 are bilateral agreements signed by representatives of the union and by the employer. Seventy-one of the agreements are unilateral statements of understanding, resolutions, ordinances, and so on.

On the question of the administration of labor contracts, cities were virtually unanimous in stating that they had very little difficulty. The grievance machinery provided was adequate, and the provisions for renegotiating the contract were adhered to, usually on an annual basis prior to the adoption of the budget.

Content of Contracts

The contracts, agreements, or statements of policy have many different forms and names. Very few have any semblance of uniformity, either in the sequence of provisions or in the number and variety of provisions. However, in order to determine the similarity and/or dissimilarity of the types of provisions to be found in these agreements, it is necessary to provide a framework for the examination of municipal labor contracts. This is provided by the policy program on basic areas of collective bargaining adopted by the executive board of the American Federation of State, County, and Municipal Employees. It was published in the December, 1957, issue of *Public Employee*, and is used with the permission of the publisher (see Figure 1.) Following each section of this AFSCME program are sample provisions from the agreements examined. Thus, it is possible to compare the "ideal" program from the labor point of view with the contract provisions in effect in selected cities. The subsequent paragraphs follow the AFSCME outline step for step and are numbered in accordance with that outline.

The use of this framework does not constitute endorsement or rejection of the provisions enumerated. The recommendations of contract administrators as to the content of contracts will be found in the next major section of this report.

A-1. The first point emphasized by the AFSCME under this heading is recognition of the union for collective bargaining.

The Director agrees to recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions on behalf of all civil service employees of the City of Philadelphia, with the exception of professional employees and supervisors

POLICY PROGRAM ON THE BASIC AREAS OF COLLECTIVE BARGAINING

American Federation of State, County, and Municipal Employees

A. Preservation of the Union
   1. Recognition of the union for purposes of collective bargaining.
   2. Check-off of dues.
   3. Restraint against individual bargaining.
   4. Restraint against management undermining the union.
   5. Union shop or maintenance of membership.

B. The Contract or Working Agreement
   1. Description of the bargaining unit or units.
   2. Termination clause.
   3. Procedures for renegotiating the agreement.
   4. Legal relief clause to provide that if any part of the agreement is found invalid by a court, the remainder is not to be affected.
   5. Wage reopening clause.

C. Individual Security — Rights of the Individual
   1. Seniority provisions, providing job rights on promotion and protection on layoff.
   2. Grievance procedures.
   3. Arbitration of grievances.
   4. Job description and classification.
   5. Recognition of the shop steward's rights.
   6. Safety and sanitation.
   7. Workmen's compensation.
   8. Leave of absence for union activity.
   9. Restraint against discrimination for reasons of creed, color, or national origin.
   10. Military service clause.

D. Security for the Employer
   1. The right of the employer to hire and fire.
   2. Employer's right to direct department or agency.
   3. No-strike clause during life of agreement.
   4. Improvement of efficiency in the service.
   5. Union participation in maintaining orderly services.

E. The Basic Area of Wages, Hours, Working Conditions and Fringe Benefits

F. Health and Welfare
   1. Prepaid medical care plans based on preventive medicine.
   2. Hospitalization programs.
   3. Sick leave pay.
   4. Life insurance programs.
   5. Pension plans — OASI
   6. Prepaid dental care.
   7. Accident insurance.
   8. Family welfare benefits.

Source: *The Public Employee*, December, 1957, p. 7.

Figure 1

above the level of foreman or its equivalent, and the uniformed and investigatory personnel in the Police Department, Fire Department, Fairmont Park Commission and the District Attorney's Office. (Section 1.(a). Philadelphia.)

The City hereby recognizes that the Union is the sole and exclusive representative of all employees in the Public Works Park, Sewer and Water Departments who are not elected and who do not have authority to hire and fire, the purpose of bargaining with respect to wages, hours of work and working conditions. (Section 1. Bristol, Connecticut.)

A-2. Another provision that labor deems essential for the preservation of the union is the voluntary check-off of dues.

The City, where so authorized and directed by an employee in writing upon an authorization form, will deduct on the first hourly pay day of each month the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union. Said deductions to be remitted to the Financial Secretary of the Local Union. (Section 4. Midland, Michigan.)

The City agrees, upon receipt of a voluntarily executed copy of the form as shown in Section 2 of this Article, to deduct from the wages of the employees executing such form, his monthly Union dues and to transmit such deductions to the Union, in accordance with the authorization as shown by this form. (Article II, Section 1. Texas City, Texas.)

A-3. Although advocated by the AFSCME, one provision for the preservation of the union that is seldom found in municipal contracts or agreements is the restraint against individual bargaining. The opposite is usually true in that the agreement will spell out the right of the individual to bargain for himself, or else it will contain a provision that the union is to bargain only for its members.

It is understood, further, that the right of an employee or employees to present his, her or their own requests or to adjust his, her or their own grievances, shall not be limited or impaired, and there shall be no discrimination between Union and non-Union employees, nor shall there be more or less favorable treatment given to any employee covered by this contract. (Section 1.(b). Philadelphia.)

The City recognizes as the exclusive representative and agent of all hourly rated employees, the organization that has been determined as the choice of the said employees. This provision shall in no way interfere with the rights of any employee to present his individual grievance with his immediate supervisor or department head. (Rule 4. Section 1. Livonia, Michigan.)

A-4. The fourth point stressed for the preservation of the union is the restraint against management undermining of the union. This is of great importance to the individual employee as a guarantee against discrimination because of membership or nonmembership in a union.

The City agrees that it will not discriminate in any manner against any person in its employ by reason of his membership and activity in the Union, and the City further agrees it will not in any way interfere with the organization of the Union and that it will not commit any act calculated to undermine the Union. (Article 1. Section (2). Midland, Michigan.)

The City hereby agrees to deal and negotiate with said Union and its elected or appointed representatives in the settlement of all grievances that may arise in regard to hours, wages, and general working conditions. The City will in no way discriminate against any employee because of membership in said Union or service on a committee or any other Union activity. (Section 1.(a). Mason City, Iowa.)

A-5. The concluding point recognized as one of the means for the preservation of the union is use of the union shop or a provision for the maintenance of membership. It is felt by most observers of municipal labor relations that the union shop or maintenance of membership is incompatible with government, because government service is thereby made contingent upon membership in a private organization. Although the closed shop has been outlawed, it is still in existence in industry, and at least in one city as is shown in the first example below. The union shop is in effect in seven cities that responded to the questionnaire, and maintenance of membership is provided for in two cities. The AFSCME states that their local unions have negotiated 29 agreements with the union shop and five agreements with maintenance of membership.

The Local Union agrees to furnish the City a sufficient number of skilled workmen to carry on the work without delay and failing to do so on forty-eight (48) hours written notice from the City to the Local Union, the City may engage the services of others and the Local Union shall either accept such others as members of the

Local Union or furnish them with working permits until such time as the Local Union can furnish the City with a sufficient number of such workmen as may be required. (Preamble. Springfield, Illinois.)

All new employees within the bargaining unit shall become members of the Union within thirty days of their employment. (Article II. Section 2. Harrison Township, Pennsylvania.)

This agreement shall be construed to mean a Union Shop. (Article II. Hamtramck, Michigan.)

The City accepts the principle of maintenance of membership by making Union membership a condition of employment, provided that: (1) Each Union member declares on forms provided by the City that he is in agreement with this policy, and (2) that a period of ten days from January 1st to January 10th each year be designated as a period of review during which a member of the Union may withdraw from the Union without penalty of losing his position. If the employee does not withdraw by informing the Union and the City during this period of review he will automatically continue in the Union and the conditions of this section will apply. (Article VI. Section 2. Pontiac, Michigan.)

B-1 through B-5. The contract or working agreement may contain the following items: description of the bargaining unit or units; termination clause; procedures for renegotiating the agreement; legal relief clause to provide that if any part of the agreement is found invalid by a court, the remainder is not to be affected; and the wage reopening clause.

This Agreement, made and entered into this 2nd day of June, 1956, by and between the CITY OF CENTRALIA, ILLINOIS, hereinafter called the EMPLOYER, and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, Local Union No. 145, affiliated with A.F. of L.-C.I.O., hereinafter called the UNION, representing the employees of the Water Department of the City of Centralia, the employee known as the boiler fireman and custodian at the City Hall Building in the City of Centralia, and the operator at the City Of Centralia Disposal Plant, . . . (Preamble. Centralia, Illinois.)

This agreement shall remain in effect for one (1) year from the effective date. (Article XV. Section 2. New London, Connecticut.)

This agreement shall become effective as of January 1, 1958, and remain in full force and effect until December 31, 1958 and thereafter it shall be continued from year to year under such terms and conditions as shall be decided upon between the parties. On December 1st of each year negotiations shall begin between the parties hereto to decide upon rates of pay, hours of work or other changes in the terms of this contract which the parties hereto shall consider they desire. This contract may be modified or changed only by mutual agreement, in writing, of both parties to this contract. (Article XVIII. Section 1. Barre, Vermont.)

The parties hereto agree that in the event any legislation is passed by the Congress of the United States, the Legislature of the State of Illinois, or any Court Decisions invalidates any of the provisions of this agreement, such provision shall be amended to conform with the law pertaining thereto and the provisions of this agreement unaffected by such legislation shall be and remain in full force and effect. (Article 5. Section 5. Kewanee, Illinois.)

Negotiations for wages and salaries may be opened, on thirty (30) days notice by Union or Management. (Article VII. Section 11. Berkley, Michigan.)

C-1. One of the primary considerations on the part of employees is some sort of provision for seniority. As mentioned in the definitions section of this report, industrial unionism stresses seniority in all personnel actions, while in the public service, seniority generally is to be taken into consideration only when all other factors are equal with the possible exception of layoff. This is contrasted in the following two excerpts:

A seniority section will be instituted by the parties granting job protection to the employees consistent with the Laws of the Civil Service Commission. Ability and qualifications being relatively equal, those employees with the great amount of service shall have preference of transfer and promotion in filling all jobs with the Power Plant, consistent with the Laws and Regulations concerning Civil Service employees, City Charter, and the laws of the State of Ohio. (Article VII. Hamilton, Ohio.)

In all matters involving increase or decrease of forces, lay-offs, promotions, length of continuous service with the Employer shall be given primary consideration. It will be well to note that the intent of the preceding paragraph is to govern the regular union employees only. Skill, ability and efficiency shall be taken into consideration only where they substantially outweigh consideration of length of service, or in case where the Employee who otherwise might be retained or promoted because of length of continuous service is unable to do the work required. (Paragraph 1. Seniority Section. Racine, Wisconsin.)

C-2. Another protection of the rights of the individual that is stressed by a union of municipal employees is the establishment of grievance procedures. This has been discussed in a previous MIS report, *Personal Counseling and Employee Grievance Procedure* (No. 148, May, 1956.)

C-3. Once grievance procedures have been established, it is necessary to set up a court of final appeal. This is a part of the union program that may present an extremely complex legal aspect — the arbitration of grievances. It is of great importance to note whether arbitration is voluntary or compulsory. A few cities do provide for arbitration under permissive state laws. Information furnished by the AFSCME indicates that arbitration of grievances is provided for in 53 agreements. The following two examples show a contract containing a bargaining arbitration clause and a contract containing a grievance arbitration clause.

If no satisfactory decision is reached on a given matter, by the City, arbitration of the case shall follow.

The Arbitration Board shall consist of one man selected by the union, the second party selected by the city, and the third member appointed by the Wisconsin Employment Relations Board.

An Arbitration Board shall be set up whose decision shall be final and binding on both parties but only upon such matters as shall be capable of arbitration by the City. The decision of this board shall be retroactive to the start of the new agreement. [Underlining in contract.] (Section Third. Menasha, Wisconsin.)

In the event any grievance cannot be settled in the aforementioned manner, an arbitration board of five men will be created to decide the case. Two members of the board will be chosen by the employer and two by the employee and a fifth member, not directly interested, will be chosen by these four. The board will hear the arguments by both employer and employee and the board will render a decision within five days after arguments are concluded. (Section Four. Article Four. Kewanee, Illinois.)

C-4. Basic to any personnel program is a position classification plan. Its value is recognized by both unions and management. None of the contracts examined included the position classification plan in the contract, although specific reference to a plan was made in a few. However, the *Municipal Year Book* in 1956 stated that, of 982 reporting cities, 52 per cent (513) have classification plans for all or most of their employees. This provision for position classification is emphasized by the union because of the concept of "equal pay for equal work," and their belief that the plan should be negotiable.

C-5. Another point emphasized by the union in the protection of the rights of the individual is a recognition of the shop steward's rights. Although a few cities prefer to call him a "grievance chairman," his function is that of a steward.

The local officer or steward shall be granted time to process grievances. (Provision 17 (f). Hazel Park, Michigan.)

Committeemen and stewards shall be paid by the City for time reasonably spent during their ordinary workday as provided in the grievance procedure, at their regular rate of pay. (Article II. Section (2). Midland, Michigan.)

C-6 and C-7. Safety and sanitation, and workmen's compensation are included in the discussion by the union of the points necessary for the rights of the individual and need no further elaboration here.

C-8. A point that is included in this discussion of individual security, although it also bears on the preservation of the union, is a provision of leave of absence for union activity.

Any employee elected or appointed to a Union or Association position to do work which takes him from his employment with the Employer shall upon written request of the Union or Association, as the case may be, receive a leave of absence, such leave of absence shall not exceed thirty (30) days at any one time and seniority shall accumulate during the absence. (Article VII. Section 3. Menominee, Michigan.)

C-9. In order to protect the rights of the individual, the union feels that a clause should be inserted that provides for restraint against discrimination for reasons of creed, color, or national origin.

There shall be no discrimination against any employee in the matter of training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise because of race, color, creed, national origin, sex, or marital status. (Article III. Hamilton, Ohio.)

No employee shall be discriminated against because of individual bias, race, religion, or because of membership in, or activity in behalf of any group or organization, except membership in any organization which advocates the overthrow of, or disloyalty to the Government of the United States or any subdivision thereof. (Rule 8. Section 1. Livonia, Michigan.)

C-10. The final provision for the protection of the individual advocated by the union is a military service clause.

An employee departing for military service shall receive any vacation time accrued to his credit. Such employee's seniority rights shall not be impaired during his period of military duty.

Said employee, by reporting to the City within 90 days after his honorable release from military service, shall be immediately returned to the position he formerly held, or to one of like rank and compensation at the time of his return, provided such position is available. (Section V. Paragraph 4. Bristol, Connecticut.)

D-1 through D-5. Security for the employer is provided, according to the basic areas of collective bargaining of the American Federation of State, County, and Municipal Employees, by the inclusion of the following in the basic agreement or contract: the right of the employer to hire and fire; the employer's right to direct the department or agency; a no-strike clause during the life of the agreement; improvement of efficiency in the service; and union participation in maintaining orderly services.

Except as otherwise provided in this Memorandum, the Utility, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote, assign, and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogative shall not be deemed to exclude other prerogatives not enumerated, which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union. (Article III. Fort Wayne, Indiana.)

No strike or lock-out shall be considered by either party to this contract at the expiration of this Agreement until all questions at issue have been jointly considered by representatives of the Employer and Employees and they have failed to reach an agreement. (Article X. Oak Park, Illinois.)

The Union agrees that while this agreement is in effect there shall be no strike. (Article XVI. Section 2. Dover, New Hampshire.)

The Union agrees that it will use its best efforts to cause the employees individually and collectively, to perform and render legal and efficient work and services on behalf of the City, and that neither its representatives nor its members will intimidate, coerce, or discriminate against any employee in any manner at any time. (Article I. Section (2). Midland, Michigan.)

It is the earnest desire of the Union to promote satisfaction and happiness among the employees of the City and between the employees and the City. Such satisfaction and happiness can only be achieved through cooperation among the employees and a full understanding of their responsibilities to the employer for which they work; namely the people of the City of Menasha. (Section Thirteenth. Menasha, Wisconsin.)

The Union agrees that its officers will do everything in their power to secure the adherence to this agreement by all members of the Union so that a harmonious and cooperative relationship shall prevail; that it will not sanction or approve any sitdown or slowdown by any of the members, and it agrees that any of its members participating in any unauthorized strike, or any sitdown, slowdown or unauthorized stoppage of work may be summarily discharged by the Employer. (Paragraph 2. General Provisions. Racine, Wisconsin.)

The Union Agrees that its members shall give faithful service to the Employer; that they shall be sober, courteous and industrious during working hours, and that if its members violate any of these provisions, it will in good faith supply the Employer with any available information and will not prohibit or hinder the Employee from revealing information when accompanied by a Steward or officer of the Union. (Paragraph 3. General Provisions. Racine, Wisconsin.)

E. The position of the AFSCME is summarized in the following: "This area follows and is dependent upon the preceding areas of the agreement. It is of little value to establish wage patterns without seniority, job classification, and other rights. Without management's recognition of the

right of the union to bargain, to sign agreements and define employee rights on the job, a negotiated wage and hour program provide no security. Thus, preceding clauses should be bargained before economic problems are discussed."

Although the wage and salary scale is set in most municipalities by the enactment of the budget, a number of the cities replying to this survey indicated that the wage scale is included in the contract or agreement. This is especially true of the cities that enter into agreements with trade or craft unions. In two of the cities in the over 500,000 population group, the wage scale for this group of employees is set at the prevailing rates, while another of the cities in this population group (Dayton, Ohio) entered into an oral agreement with the local trades council whereby the rate paid to the city employees is 87 per cent of the prevailing wage, since the city provides a type of guaranteed annual wage while those in private employment are on a seasonal basis.

A majority of the contracts and agreements very carefully spelled out the hours of work, what constituted overtime, and how this overtime was to be paid.

A shift premium of 6 cents per hour will be paid for all the hours actually worked of a shift having 50 per cent or more of the shift hours scheduled between 6:00 P.M. and 12:00 midnight; a shift premium of 9 cents per hour will be paid for all the hours actually worked of a shift having 50 per cent or more of the shift hours scheduled between 12:00 midnight and 6:00 A.M. (Section 15.(h). Fort Wayne, Indiana.)

A minimum of four (4) hours pay at straight time rate shall be allowed to all employees who are called back to work after having been released from regular days work— except regular Troublemen, who shall receive a minimum of three (3) hours pay at straight time. (Article III. Section 3.(c). Springfield, Illinois.)

A pay differential of five cents ($.05) per hour in addition to the regular rate shall be paid to employees assigned to a regular night shift. (Paragraph 11. Jamestown, New York.)

An employee called in to work outside his regular schedule will be guaranteed a minimum of three hours pay. (Section VI. 3. Middletown, Ohio.)

Men reporting for work during regular working hours, when weather conditions are such that they cannot work, shall receive two hours standby pay. Standby pay shall be defined as pay at straight time rate and requires men to be present and ready for emergencies. (Article IV. Section 6. Tacoma, Washington.)

F-1 through F-8. The last areas of union policy are the following: (1) prepaid medical care plans based on preventive medicine, (2) hospitalization programs, (3) sick leave pay, (4) life insurance programs, (5) pension plans— OASI, (6) prepaid dental care, (7) accident insurance, and (8) family welfare plans.

Some of these union goals are embodied in the great majority of municipal ordinances and personnel rules and regulations, especially hospitalization programs, sick leave pay, workmen's compensation and other job-connected accident insurance, and pension plans— OASI. Some cities also provide life insurance programs and off-the-job accident insurance. Very few cities provide prepaid medical care plans based on preventive medicine, prepaid dental care, and family welfare funds.

Recommendations of Contract Administrators

The concluding question posed to the various municipal officials on the questionnaire was: "On the basis of your experience, what would you recommend to improve your dealings with unions?" On such a broad question the answers, of course, varied considerably, from a simple "infinite patience and Divine guidance" to a rather detailed listing of procedural improvements. But it was possible to ascertain considerable consensus.

Legal. One of the initial determinations that confront a municipal administrator as he approaches the negotiation or renegotiation of a contract, agreement, or statement of policy concerning municipal employee organizations is the extent of the matters that may be negotiated.

Considerable confusion exists on this point as evidenced by replies from city officials in three states. Municipal officials in different cities in the same state differed as to what could or could not be negotiated. The administrator thus must check with the state department of labor to see if it is legal to enter into a formal, written agreement, and what the pertinent court decisions have been in this regard.

He should check also the provisions for voluntary or compulsory arbitration, either bargaining or grievance, within his state. At least five states have some degree of compulsory arbitration of grievances. In the 18 states that now have "right-to-work laws" the extent of negotiation on the part of the municipal administrator and the union may be curtailed. Again, there are a number of objectives of unions in the municipal service that belong in the legislative arm rather than in the administrative arm of local government. These should be especially noted.

A number of comments were made concerning the need for clarification of the legality of officially dealing with employee organizations: "Recommend permissive state legislation to allow open negotiation and formal recognition," and "As long as unions are permitted to represent employees in the governmental field, the cities should be permitted to enter into written and signed agreements rather than oral or verbal agreements. This would strengthen contracts and force better labor-management relations."

Management. Closely related to the legal aspect of negotiating is the determination as to who shall be assigned the responsibility of conducting the negotiations. Is it to be the city manager alone, the city manager in combination with a committee of council or department heads, the council alone, the personnel director, council with a consultant, or can it be any combination? This is very important for determining who constitutes management as used throughout this report. The chief administrator and the city council should present a united front, assisted by the personnel agency and the affected department heads.

One city official stated: "Discussions should be confined to the unions involved and the city officials responsible for wages and working conditions. Citizen's committees, civil service commissions, or other groups not directly concerned should be excluded. Generally, these groups do not have a complete picture of the problems and are apt to be interested in only one facet of negotiating rather than the over-all program."

Supervisors. A combination legal-management problem which should be considered is the composition of the bargaining unit, especially in regard to the place of supervisors, which has been discussed above in the section on definitions. The supervisor plays a very important role on the management side, in that he is the main avenue of communication, both upward and downward. Therefore, he should represent management.

As one official stated: "The biggest mistake I have made and is being made in dealing with public employee unions is not insisting that all supervisors be excluded from eligibility with regard to union membership." In another city in preparation for negotiation, "foremen were ordered out of the union by July 1, 1958, or [they would] lose their jobs."

Approach. A point well taken, and particularly emphasized by municipal officials was the attitude or frame of mind to be used on both sides. Are the meetings to be negotiations or armed conflict? Dr. Rollin B. Posey (in an article entitled "How to Negotiate with Labor Unions" in *Public Personnel Review*, January, 1953) summarized the point thus: "The primary objective of management-union negotiations should be, of course, to arrive at an agreement that will enable the employer and his organized employees to work together constructively and cooperatively, with regard for the interests of both sides. If this objective is sincerely accepted by everyone, the agreement that results will implement the objective.... If management approaches negotiation with a real acceptance of the new way of doing business, determined to make the new arrangement work, management will assist the reliable, steady, common-sense elements within the union to gain ascendancy. In labor-management relationships, management usually gets exactly the kind of union leadership it deserves."

This idea of approach to employee organizations is echoed by the comments of three city managers: "My basic recommendations in connection with [this question] would be that unions are here to stay on the municipal level and it would be practical to recognize the fact. It is good public administration procedure to work with them and allow them to work with the manager to mutual benefit without sacrificing integrity or relationship."

"Any organization, if treated with mutual trust and respect, and supplied with all city financial, grievance and other related data, will cooperate most successfully and save time and trouble for all concerned. After all, city employees are also taxpayers."

"Be extremely cordial and courteous in negotiations, giving the unions no opportunity to raise criticisms of arbitrariness, temper, closed mind or disinterest in their position."

The understanding approach stresses the importance of good administration — over and above detailed personnel policy. The good administrator creates a "climate of participation" — not merely as a gesture but as an essential feature of a program that will secure contribution of ideas, management understanding of worker needs, and acceptance by worker of management decisions which the worker understands as necessary or wise.[7]

A note of warning is sounded by another municipal official: What is needed is "possibly a more objective outlook on the part of our department heads. It would appear that most of our department heads accept a grievance against their departments as a personal affront."

Another warning note: "Time to let our labor relations mature. Unions need time to learn that management has its problems. Management needs at all levels to learn unions are not wrong, per se."

Preparation. Even after the municipal administrator has taken the three preceding points into account he still will find himself quite far removed from the negotiating table. He needs a great deal of factual information before he can begin intelligent negotiations. This necessary material will fall into three major categories: (1) How well does he know his own organization? (2) How well does he know comparable organizations? and (3) How well does he know the organization with which he is to deal?

In response to the first question, he must be as critically objective as possible of his own administration. How well are the present personnel policies being practiced, in every level of management from the first-line supervisor to the very top? How well is the grievance system working? Since grievances may be used as an index of personnel morale, are the grievances legitimate or petty? Are the personnel rules and regulations thoroughly understood and adhered to on all levels? Is there consistency in the treatment of personnel, both union and nonunion? In what respects may the personnel policy be improved? Is the position classification system adequate? Is the current pay plan adequate? Are working conditions satisfactory? How effective has the training program been? What are the possible demands that may arise (see Figure 1)? What demands should management make of the union? What is the financial status of the municipality? The answers to these and other questions will indicate to the administrator what his position will be.

After he has completed the internal survey, he will find it necessary to examine the wage rates, fringe benefits, and working hours of the local comparable industries or commercial establishments, and the practices followed in other cities in the same area and in cities of comparable size throughout the country. But he cannot make a valid comparison until he has sufficient information about his own organization.

Thirdly, he must know something about the union or organization with which he is to deal. Does this organization have 100 per cent membership in the bargaining unit? How strong is the organization? Is there internal dissention? Will the organization be represented by local officers who work for the city, full-time men working for the local or area organization, or a representative sent from its international affiliation? Does the local organization have any political ties?

The securing of this information will require time and effort on the part of the administrator, or his staff, but will be well worth it when the negotiations begin. One city manager characterized it thus: "The importance of accurate and exhaustive studies cannot be overstressed. It must be borne in mind that the reasons for denying an increase must be just as valid as for the reasons given to justify whatever increase there is. In other words, the city manager is in the position to state that the general pay scales of the city and its various departments are in line with cities of comparable size within the state and compare favorably with the national surveys published in the *Municipal Year Book*. Confidence in the city manager is built up by the fact he can take a strong

[7] For a further discussion of this aspect of administration, see Institute for Training in Municipal Administration, "Creating a Climate of Participation" in *Supervisory Methods of Municipal Administration* (Chicago: The International City Managers' Association, 1958), pp. 56-75.

position and fully justify it by studies and surveys which he has conducted through the cooperation and assistance given him through the city manager profession."

Procedure. Almost as diverse as the official charged with the responsibility of dealing with the unions, were the number of procedures suggested by those negotiating. However, the procedure used by the city of Barre, Vermont, as reported by the city manager, is worth examining:

1. Union submits their demands in writing to the city manager at least one month before expiration of present contract. The advantages of having the demands in writing are obvious.

2. Management promptly acknowledges these demands and gives them immediate publicity. Courtesy demands prompt acknowledgment. Immediate publicity shatters any possibility of criticism of secrecy — closed doors, etc. Publicity also focuses the light of day on the demands and gives a chance for the public to express an opinion.

3. As soon as possible, arrangements are made for a meeting of the union committee and management. The purpose of this first meeting is to review the written demands only. Management makes no comment at this time other than stating he will take the demands under study and advisement. Management meetings are conducted on a most formal basis. The union is referred to as the union and the management is referred to as the city. The press is informed.

4. Management review. In the cases of wages, salaries and fringe benefits, the manager conducts an exhaustive survey within the area as per examples. All manager reports and surveys are released to the press after presentation to the council. In the case of demands involving policy, such as a third week vacation, which matter is controlled by ordinance, the city manager is most careful in instructing the union that this matter is a prerogative of the city council, however, he will assist them in making their presentations to the council. A similar procedure is followed in group insurance, which needs council sanction.

5. Another meeting of union and management is called upon the completion of the manager's study. If the demands are routine, this can be the final meeting, however, in the case of 1957 when there were several major demands, meetings were called to consider one or two of the demands at a time until all demands were reviewed. In the event that management justifies a pay increase much less than the original demands, other meetings will have to be held to complete the bargaining. The press is informed.

6. Final agreement. Promptly upon final agreement, immediate publicity is given the contract and individual copies of the contract are handed out to all union members as soon as possible.

Although the situation will vary from community to community, the above detailed procedure points out a few basic areas to be followed in the negotiation procedure: submission of written demands, opportunity for review, opportunity for discussion and clarification, press coverage, reduction to writing, and distribution to individual members. This last point is emphasized by one official, in that he states that the way to improve dealings is to hold "conferences at least twice a year to acquaint employees with articles in the contract."

General. The city officials responding to the questionnaire had many comments on how to improve relations with employee organizations. Many seemed to be totally obvious and simply a restatement of common-sense principles, but it is the application of these common-sense principles which will greatly affect the success of the negotiations. For example, the negotiations emphasize the prestige of both negotiating parties, and it is usually disastrous to belittle the opposition. This will also determine, to a large extent, the manner and amount of press coverage.

The place and time of the negotiations should be carefully established and not called on the spur of the moment. The length of the sessions should be carefully controlled, since overly long sessions will not produce the best results. Tempers should be kept under control, and the involvement of personalities should be studiously avoided. Many administrators placed a great deal of emphasis upon honest negotiation, which implies the use of more responsible leadership on the part of both sides.

Cautions

The points emphasized by the contract negotiators, in addition to those listed above, resolve themselves into general cautions or warnings on the content of contracts. These general cautions are:

1. Know the law! Since conditions will vary from state to state, the chief administrator must determine the legal status of collective bargaining. Where state statutes or the city charter are silent on the subject, the chief administrator, the city attorney, and the city council must determine the lengths to which the negotiations may be carried.

2. Be extremely careful not to infringe upon the prerogative of management. Do not put anything into the contract that will hamper department heads in the conduct of their business.

3. Define carefully the bargaining unit, according to the classification plan. A union composed of different levels of supervisory and nonsupervisory personnel creates innumerable problems.

4. Personnel rules and regulations, as published, contain those rules and regulations which pertain to the entire city service. The rules and regulations that belong in the contract are those that pertain solely to the bargaining unit.

5. Do not take any unilateral or bilateral action that will destroy the equity of the salary and pay plans. For example, for the same classification of workers, if an adjustment is made for the water and sewer department, a comparable adjustment should be made for the same class of positions in all other city departments.

6. Consider the long-range implications of each new item under negotiation, and be wary of concessions granted in a hurry. Without this consideration, it is possible to create poor precedents. It is an established negotiating fact, that concessions once granted are seldom, if ever, withdrawn.

Conclusion

Unions in the municipal service are growing rapidly. This unionization is taking place in most parts of the country and in cities of all sizes. The major factor in this growth is the function of the union in providing the worker with a sense of belonging, or status, that derives from union membership.

The chief administrator should anticipate this by evaluating the entire personnel program of the city; the internal communications, downward and upward; and the opportunity for employees to be heard in all matters affecting terms and conditions of their employment. Even with the best in personnel management, workers may want a union which is their organization for presenting their point of view.

The chief administrator should strive to create a climate of participation in which all employees, union and nonunion, have a voice in the formulation of personnel policies. If participation and communication are lacking, labor relations may degenerate into haggling and threats rather than collective bargaining. The result may be a long and detailed contract reflecting the distrust on both sides. With a climate of participation, management and labor are better able to negotiate so that the contract is a reciprocal statement of personnel policy.

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Note. This report was prepared by Philip R. Tuhy, staff member, the International City Managers' Association.

Appendix A

FUNDAMENTAL QUESTIONS CONCERNING ORGANIZATION OF SUPERVISORY PERSONNEL

1. Should any distinction be made between supervisors and ordinary employees in the grant of the right to organize or in the bestowal of the benefits of recognition for collective dealing?

2. If a need for distinction is indicated, should it take the form of complete denial and exclusion or, rather, of restriction and limitation?

3. Assuming the appropriate course to be that of restriction and limitation, does it call for restraints on the right to organize — for example, in terms of the structure or constituent membership of the organization or of the permissible extent of participation in its affairs? This would involve, in part, considerations of whether and to what extent the organization and association should be independent of unions of subordinates or even of nongovernmental workers.

4. Assuming the appropriate course to be that of restriction and limitation, does it call for restraints on the grant of recognition for collective dealing — in terms, particularly, of the bargaining unit and the bargaining representative? This would involve, primarily, considerations of whether and to what extent supervisors and their subordinates should be permitted to be represented together as a single group in the actual collective negotiations.

5. For any of the purposes discussed, should all supervisors be treated as one unitary generic class — without regard to the nature, degree, and level of supervisory authority exercised?

6. If a distinction among types and levels of supervisors is warranted, where should the line be drawn and what should be the differences in treatment?

Source: Department of Labor, City of New York, *Organization and Recognition of Supervisors in Public Employment* (New York: The Department, 1955). Serial L. R. 5, pp. 27-28.

Appendix B

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